

<b>CONTRACT AWARD</b>		<b>STATE OF ALASKA</b> HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508 (907-269-0800)		<b>CONTRACT AWARD NUMBER</b>	
				<b>1607371</b>	
ORDERING DEPARTMENT		COMMODITY CODE		DATE OF CONTRACT	
HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508		NUMBER & PERIOD OF RENEWAL OPTIONS NONE		5/10/07	
		DATE INITIAL CONTRACT BEGINS 5/10/07		PR NO./DATE ASSIGNED	
				DATE INITIAL CONTRACT ENDS 5/9/10	
CONTRACTOR YUKON EQUIPMENT		GS VENDOR CODE:			
ADDRESS 2020 E. 3RD AVENUE ANCHORAGE, AK		ISSUED IN ACCORDANCE WITH BID # SEF- 1229 DATED: 5/10/07			
CONTACT NAME EARL LACKEY		PRICE ADJ. REQ. PRIOR TO EACH RENEWAL:			
TELEPHONE NUMBER (907)277-1541		CPI/PPI BASE INDEX POINTS & MO/YR:			
		REVIEW DATE: RENEW ALS EXPIRE (MO/YR):			
		ESTIMATED VALUE OF INITIAL TERM: REBID:			
SEND INVOICES IN DUPLICATE TO: DOT&PF, STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508					
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.					
<b>DESCRIPTION</b>					
<p><b>3-YEAR CONTRACT FOR COMPACT TRACKED LOADERS WITH ATTACHMENTS</b></p> <p><b>CONTRACTING OFFICER CATHERINE DWYER (907) 269-0786</b></p> <p><b><u>TABLE OF CONTENTS</u></b></p> <p><b>SECTION</b></p> <p><b>I. STANDARD TERMS &amp; CONDITIONS</b></p> <p><b>II. SPECIAL TERMS &amp; CONDITIONS</b></p> <p><b>III. CONTRACT PRICE SCHEDULE</b></p> <p><b>IV. SPECIFICATIONS</b></p>					
CONTRACTING AUTHORITY NAME & TITLE LYNDA SIMMONS, CONTRACTING OFFICER III				SIGNATURE	
TELEPHONE NO: 907-269-0793 FAX NO: 907-269-0801					
<b>IMPORTANT</b> 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.					

## SECTION I

### STANDARD TERMS AND CONDITIONS

- 1.0 ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The contractor's failure to supply this evidence within the time required by the State will cause the State to consider the contract non-responsive and reject the bid.
- 2.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 3.0 ASSIGNMENT:** A contractor may not assign any portion of a contract unless authorized in advance and in writing by the Contracting Officer.
- 4.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the contractor.
- 5.0 CONFLICT OF INTEREST:** A person employed by the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if they are an employee of the administrative unit that supervises the award of this contract or they have the power to take or withhold official action to affect the contract.
- 6.0 CONTRACT PERIOD:** From the date of award for three years (36 months). There are no options to renew.
- 7.0 DEFAULT:** In case of contractor default, the State may procure the goods or services from another source and hold the contractor responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible contractors.
- 8.0 DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain with the contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and the contractor's warranty obligations.
- 9.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Contracting Officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.
- 10.0 DISPUTES:** Any disputes arising out of this solicitation shall be resolved under the laws of Alaska. An appeal or any original action to enforce any provision of this agreement must be in the superior court for the First Judicial District of Alaska.

- 11.0 FORCE MAJEURE (Impossibility to perform):** Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.
- 12.0 INDEMNIFICATION:** The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.
- 13.0 INSPECTIONS:** Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with contract specifications, the State may reject the goods and require the contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If the contractor is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.
- 14.0 INSURANCE:**
- 14.1 Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.
- 14.2 Proof of insurance is required for the following:
- 14.2.1 Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

14.2.2 Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

14.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

14.3 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the contractor non-responsive and to reject the bid.

**15.0 ITEM UPGRADES:** The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

**16.0 NEW EQUIPMENT:** Equipment offered in response to this contract must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.

**17.0 PAYMENT:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.

**18.0 SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

**19.0 SHIPPING DAMAGE:** The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.

**20.0 STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.

- 21.0 SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 22.0 SUITABLE MATERIALS:** All materials, supplies or equipment offered by the contractor shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 23.0 TAXES:** Prices quoted in bids must be exclusive of federal, state, and local taxes. If the contractor believes that certain taxes are payable by the State, the contractor may list such taxes separately, directly below the contract price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 24.0 USE OF BRAND OR TRADE NAMES:** Brand or trade names used by the State in contract specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not a statement of preference nor are they intended to limit or restrict competition. Contractors may submit bids for substantially equivalent products to those designated unless the contract provides that a specific brand is necessary because of compatibility requirements. All such brand substitutions shall be subject to the State's approval.
- 25.0 WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. The contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with contract specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

## SECTION II

### SPECIAL TERMS AND CONDITIONS

#### 1.0 DELIVERY:

- 1.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):
  - 1.1.1 Dealer and vehicle identification.
  - 1.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
  - 1.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
  - 1.1.4 Fuel tank shall be filled to at least register a minimum  $\frac{1}{4}$  full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
  - 1.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
  - 1.1.6 Units delivered in an incomplete state, or that have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
- 1.2 **Delivery Receipt:**
  - 1.2.1 A delivery receipt will be required for the delivered unit. The receipt must be filled out by the contractor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the contractor's invoice to support and properly identify the vehicle delivered.
  - 1.2.2 Contractors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. The Regional Equipment Manager is to be contacted regarding delivery coordination and contacts.
  - 1.2.3 Under no conditions will warranty documents be presented at time of delivery for signature. Only the Contracting Officer or designee may sign warranty documentation.

## **2.0 LINE SHEETS/BILL OF MATERIALS:**

- 2.1 It is required within 30 days after delivery that the contractor provide a comprehensive listing of all components used to assemble the unit.
- 2.2 This includes any components installed by the manufacturer or any subcontractor or the successful contractor.
- 2.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, plows, snow wings, belly blades, cranes, etc.
  - 2.3.1 On after-market items that are installed, part numbers with descriptions, such as, but not limited to hydraulic fittings, are to be provided.

## **3.0 F.O.B. POINT:**

- 3.1 The F.O.B. point for all items purchased under this contract is the final destination as stated in Section III - Contract Price Schedule. Ownership of and title to the ordered items remains with the contractor until the items have been delivered at their final destination and are accepted by the State.

## **4.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:**

- 4.1 Time is of the essence in this contract. The contractor is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 4.2 In the event that the goods are delivered late or in the event that the goods do not conform in all material respects to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, **an amount equal to one (1) percent of the total individual purchase order cost, per day**, multiplied by the number of calendar days elapsing between the delivery date provided in the Contract Price Schedule and the date that conforming goods are delivered to the State. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to inspect the goods.
- 4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

## **5.0 WARRANTY:**

- 5.1 **Standard Warranty Package:** Unless otherwise stipulated by this contract, the successful contractor will provide a three-year (36-month) two (2) part warranty, and have an authorized warranty repair facility in Anchorage, as a minimum.
  - 5.1.1 Part One:
    - 5.1.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for the first year (12-months), from the date the unit is placed in service.

- 5.1.1.1.1 Warranty repairs shall take place at the contractor's authorized warranty service centers in Anchorage. Contractors are required to have authorized warranty repair centers located in Anchorage at a minimum.
- 5.1.1.1.2 Full Warranty Coverage includes all cost of labor, parts, freight of parts or associated tools, transportation and travel in the Anchorage as a minimum (within a 10 mile radius), lubricants, miscellaneous cost, etc., to place the unit in like-new condition. All travel costs for warranty performed outside of these areas will be billed as follows:
  - 5.1.1.1.2.1 Travel Labor Charge, as quoted in Section III – Contract Price Schedule. Travel labor will only be reimbursed for the time the employee is traveling from a warranty service center to the in-service location and return.
  - 5.1.1.1.2.2 Mileage Charge, from the warranty service center to the in-service location, as quoted in Section III – Contract Price Schedule.
  - 5.1.1.1.2.3 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$42.00 per day.
  - 5.1.1.1.2.4 Transportation, such as airfare (coach only), shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the ticket.
  - 5.1.1.1.2.5 Lodging shall be reimbursed at actual and shall not exceed \$100.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
  - 5.1.1.1.2.6 Travel must be charged from the closest warranty service center to the in-service location unless otherwise approved by the Contract Administrator.

5.1.2 Part Two:

- 5.1.2.1 Additional Warranty Coverage for the succeeding 24 months (years two and three) to be 100% parts only (or component exchange) for all major power and drive train components, including freight to the nearest Alaska warranty location, to



place the unit back into good operating condition, from the date the unit is placed in service.

- 5.1.2.2 Major power and drive train components include the engine, transmission, torque converter, differential(s), planetary drives, main hydraulic pump, and any other major components recognized in the equipment industry as belonging to the power or drive train.
- 5.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
- 5.1.4 The contractor is responsible for all freight, transportation, and per diem. Per diem and mileage will be paid at the applicable rate for State employees. Per diem and mileage will commence when travel status begins and will continue until return travel status is completed. Air transportation will be reimbursed for actual cost for coach (economy class). The state will not pay a contractor's hourly shop rate during travel or per diem status.
- 5.1.5 If the state receives from any manufacturer or supplier additional or extended warranty on the whole or any component of the unit, in the form of time and/or mileage, including any pro rata arrangements, or the manufacturer generally extends to fleet customers a greater or extended warranty coverage, the state shall receive corresponding warranty benefits.

## **5.2 General Warranty Requirements for all Equipment:**

### **5.2.1 Warranty Exceptions:**

- 5.2.1.1 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacture.

### **5.2.2 Warranty on Attachments:** All attachments including the trailer will require a minimum 12-month (1-Year) full warranty, minimum.

- 5.2.2.1 Paragraphs 5.1.3 through 5.1.5 above also apply.

### **5.2.3 In-Service Date:**

- 5.2.3.1 Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the contractor/manufacture in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

**5.2.4 Authorized Warranty Dealer (Contractor) and Subcontractor:** For the purpose of this contract, the contractor must meet the following applicable requirements:

**5.2.4.1 Contractor must:**

- 5.2.4.1.1 possess a current Alaska Motor Vehicle Dealer License pursuant to AS 08.66.010 through AS 08.66.090, when offering motor vehicles, trailers or semi-trailers, and;
- 5.2.4.1.2 be a manufacturer(s) authorized warranty service dealer for the unit, a minimum of one year, and;
- 5.2.4.1.3 have the capability of providing warranty servicing and repair work within the State of Alaska, with an authorized warranty repair facility in Anchorage, as a minimum.

**5.2.4.2 Contractor, if appropriate, shall submit the name, address, Alaska business license of any subcontractor who will provide the warranty servicing and repair work referenced in paragraph 5.1 above. The contractor must also provide contractual documentation or agreements with the subcontractor insuring the state that the subcontractor will provide complete contract performance on behalf of the contractor as set forth in this contract and verification that the work provided will maintain manufacturer's warranty requirements.**

- 5.2.4.2.1 Approval of all subcontractors must take place prior to the bid opening.
- 5.2.4.2.2 The use of a subcontractor does not exclude the provisions as noted in paragraphs **5.2.4.1**, and subsequent paragraphs, as requirements to the contractor.

**5.2.5 Warranty Claims:**

- 5.2.5.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the contractor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the contractor.
- 5.2.5.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, telex, fax, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized. The contractor must notify the state immediately that it will begin to perform the warranty work at the equipment location within 48 hours from receipt of written

notification. The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 48 hours).

5.2.5.3 Failure to notify the State, that the contractor intends to begin to perform warranty work promptly under this paragraph, by the end of the business day following the State's notification that work is required to be performed, is considered a contractual breach.

5.2.6 The contractor will be invoiced for required warranty work performed by the State. The shop rate to be charged for warranty work performed by the State will be **\$86.00** per hour. Labor hours to be charged will be in accordance with appropriate flat rate manuals. If flat rate manuals do not cover the labor operation, actual repair time will be used. Warranty work performed by state shop personnel at locations where no shop personnel are permanently stationed may be subject to travel expenses incurred involving those warranty repairs.

5.2.7 Factory Recall:

5.2.7.1 Nationwide factory recall or product update programs are the responsibility of the contractor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the State should, in addition to serial number, include model, year, and dealer from whom purchased.

5.2.8 **Hazardous Material:**

5.2.8.1 Due to concerns about liability resulting from hazardous materials being left at the work site on State of Alaska property, effective immediately no contractors will be allowed to use the State of Alaska rural airport facilities to perform warranty work unless they agree and sign a letter of intent stating that all waste products including oils, coolant and garbage will be removed from the work site. Contractors should note that in some village locations other suitable facilities might be available for rent from local residents or village authority.

## **6.0 REPAIR ORDERS AND DOCUMENTATION:**

6.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this contract, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

## 7.0 PUBLICATIONS:

- 7.1 Publications are to be received by the State of Alaska no later than 10 days after receipt of the unit. Custom manuals may be delivered no later than 90 days after receipt of the unit. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.
  - 7.1.1 All manuals are to be pre-assembled in factory binders prior to delivery.
  - 7.1.2 Compact discs are acceptable in lieu of paper for service and parts manuals.
- 7.2 **Service Manuals:**
  - 7.2.1 Complete set(s) (compact disc or books) to include applicable information covering prime unit and attachments:
  - 7.2.2 Body, chassis, and electrical
  - 7.2.3 Engine, transmission, and differential(s) (service and rebuild)
  - 7.2.4 Electrical and Vacuum troubleshooting
  - 7.2.5 Wiring diagrams
  - 7.2.6 Service specifications
  - 7.2.7 Engine/emission diagnosis
- 7.3 **Parts Manuals:**
  - 7.3.1 Complete set(s) (compact disc or paper books) including all updates. If updates are not provided during the two-year warranty period, the State will order them from the manufacturer and bill the contractor for the full cost, including shipping.
  - 7.3.2 Parts manuals are to be customized by serial number.
- 7.4 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.
- 7.5 **Quantities:** As per Section III – Contract Price Schedule.
- 7.6 **Manuals:** To be delivered to, and receipt signed by person(s) as noted on the Purchase Order.
- 7.7 **Service Bulletins, Etc.:** The contractor must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to person(s) as noted on the Purchase Order.

- 8.0 **STATEMENT OF ORIGIN:** The contractor will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded to:

AK DOT&PF, HQ State Equipment Fleet  
2200 E. 42<sup>nd</sup> Avenue Room #311  
Anchorage, Alaska 99508

**9.0 WEIGHT VERIFICATION SLIPS:** If required in the Contract Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

**10.0 INSPECTIONS:**

- 10.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the contractor thereof. Without limiting any other rights of the State, The State at its option, may require the contractor to:
  - 10.1.1 Repair or replace at contractor's expense, any or all of the damaged goods,
  - 10.1.2 refund the price of any or all of the damaged goods, or
  - 10.1.3 accept the return of any or all of the damaged goods.
- 10.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the contractor.

**11.0 PRICE:**

- 11.1 **Price Guarantee:** The contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.
- 11.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
- 11.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
  - 11.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
    - 11.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
    - 11.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
    - 11.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.

- 11.4 **Price Decreases:** During the period of the contract, the contractor must pass on to the state all price decreases, such as fleet rebates. A contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The State reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

## **12.0 COOPERATIVE PURCHASING:**

- 12.1 All requests to cooperatively purchase, by qualified political subdivisions, from the resulting contract shall be approved by the Contracting Officer.
- 12.2 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.
- 12.3 The contractor shall charge, and subsequently reimburse to the State after receipt and payment by purchaser, a users fee of 2% or \$1,000.00, whichever is less, for each unit ordered by a qualifying political subdivision. Any administrative fee resulting to the contractor in fulfillment of this requirement must be included in the bid price of the offered unit.

- 13.0 MANUFACTURER'S REBATE (INCENTIVES):** In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the CONTRACTOR'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

## **14.0 REPLACEMENT PARTS:**

- 14.1 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their Anchorage (as a minimum Alaska location) authorized warranty facility within seven (7) days of order. All other parts must be available within ten (10) working days.
- 14.2 Back order procedures: Back orders are acceptable; however, the ordering shop shall be apprised at time of original orders as to the expected delay in delivery.
- 14.3 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
- 14.3.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
- 14.3.2 Parts Return: Within 12 months of purchase, the State is to be allowed to return new, parts with full refund, less shipping charges.
- 14.3.3 Invoicing: Full description of item is required on all invoices and billings.

- 15.0 BRAND NAME SPECIFICATION:** For purposes of this contract, certain vehicle accessories are specifically identified by brand name and model/part number. Only the listed brand name and model/part numbers are acceptable. Substitutes shall be not allowed.

**16.0 ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.

**17.0 CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

### SECTION III

#### CONTRACT PRICE SCHEDULE

#### Lot #1

Item	Unit	Description	Total \$ Amount
1a	1 ea.	Compact Tracked Loader Per specification # <b>321-Tracked</b> contained herein. State Class # 321  Compact Tracked Loader Year, Make & Model Offered:  <b><u>2007 Case 450CTL Compact Track Loader</u></b>	<u>\$58,446.00</u>
1b	1 ea	Optional General Purpose Dirt Bucket attachment (As per Spec Item 8.3) Make & Model Offered:  <u>Case 84 " G.P. Bucket w/Cutting Edge</u>	<u>\$1,185.00</u>
1c	1 ea	Optional Snow Bucket attachment (As per Spec Item 8.4) Make & Model Offered:  <u>Case 84" Light Material Bucket W/Cutting Edge</u>	<u>\$1,377.00</u>
1d	1 ea	Optional 6-Way Dozer Blade attachment (As per Spec Item 8.5) Make & Model Offered:  <u>Case/Grouser 6-Way Dozer Blade</u>	<u>\$4,694.00</u>
1e	1 ea	Optional Angle broom with Water Kit attachment (As per Spec Item 8.6) Make & Model Offered:  <u>Sweepster QC (LCH) W/Water Kit</u>	<u>\$8,229.00</u>
1f	1 ea	Optional Auger attachment (As per Spec Item 8.7) Make & Model Offered:  <u>MCMillen X1475H2</u>	<u>\$2,218.00</u>
1g	1 ea	Optional Snow Blower attachment (As per Spec Item 8.8) Make & Model Offered:  <u>Erskine EX2400</u>	<u>\$5,820.00</u>



1h	1 ea	Optional Brush Cutter attachment (As per Spec Item 8.9) Make & Model Offered:  <u>Brush Wolf 9000HF</u>	<u>\$9,413.00</u>
1i	1 ea	Optional Brush Shredder attachment (As per Spec Item 8.10) Make & Model Offered:  <u>Fecon Bull Hog BH85SS</u>	<u>\$26,318.00</u>
1j	1 ea	Optional Pallet Forks attachment (As per Spec Item 8.11) Make & Model Offered:  <u>FFC Model LAF1163</u>	<u>\$1,769.00</u>
1k	1 ea	Optional Trailer (As per Spec Item 9.0) Make & Model Offered:  <u>Trail King TK12</u>	<u>\$9,983.00</u>
1L	1 ea	Optional Training (As per Spec Item 10.0)	<u>\$1,200.00</u>

FOB Point:  
SEF Equipment Maintenance  
4801 Boniface Parkway  
Anchorage, Alaska

Warranty as per Section II – Special  
Terms and Conditions.

Required Delivery: **Not later than 90 days ARO.**

Offered Delivered Time: 90 Days ARO.

Weight Scale ticket, as per Spec Item 11.1.1 is to be provided.

Publications: Two (2) sets, as per Spec Item 11.4 are to  
be provided.

**LOT #1 TOTAL (Includes Items 1a thru 1L) \$130,652.00**

**(Note: Above optional Items, when purchased, will be purchased  
with the compact tracked loader, not separately)**

## SECTION IV

### SPECIFICATIONS

SPECIFICATION #321-Tracked  
Compact Tracked Loader with Attachments and Trailer  
March 09, 2007

#### GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current model and design, diesel powered, rubber tracked drive compact tracked loader with the following separately priced attachments including:

General Purpose Dirt Bucket,  
Snow Bucket  
6-Way Dozer Blade,  
Angle Broom with Water Kit,  
Auger System,  
Snow Blower,  
Rotary Brush Cutter,  
Brush Shredder, and  
Pallet Forks,  
Also being requested is a 2-axle trailer.

To include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

#### APPLICATION:

General purpose use. Varying terrain and weather conditions to minus 40 degrees Fahrenheit.

#### DOCUMENTATION REQUIRED:

One (1) copy of manufacturer's product brochure (**host unit and all attachments**) provided with bid proposal.

In addition, specifications marked with an asterisk (\*) require supporting documentation, which indicates specifically what the contractor intends to supply in regard to said items and/or how specifications will be met. **In order to help prevent technical errors, following each asterisked is space that may be used to address all of the asterisked items. It is required that a letter of clarification or the space behind the asterisked items be used to supply the required information. You may use the area behind the asterisked item to refer to a product brochure, manufacturer's technical data sheet, or letter of clarification, which indicates specifically what you, the contractor, intend to supply in regard to said items and/or how specifications are met.**

#### TYPICAL UNITS:

BOBCAT Model T250 or CASE Model 450CT or CATERPILLAR Model 287B or JOHN-DEERE Model CT332. Provided all of the following minimum specifications are met.

## 1.0 POWER TRAIN:

### 1.1 Engine:

1.1.1 (\*) Diesel, water cooled, 3.1 liter displacement, developing 78 SAE Net HP, minimum. Diesel, water cooled, 4.5 liter displacement, 82 net HP

### 1.1.2 Air Intake System:

1.1.2.1 To include dual element system, minimum.

1.1.2.2 Air filter restriction indicator, clearly visible from operator's station.

1.1.3 Coolant: To include permanent type antifreeze protection to minus 60 degrees Fahrenheit.

1.1.4 Block Heater: To include 110-volt immersion heater.

## 2.0 DRIVE TRAIN:

2.1 Rubber OEM tracked drive system. Aftermarket tracks added to skid steer design tires are not acceptable.

2.2 Drive system to consist of hydrostatic primary with a gear and/or chain final.

2.3 (\*) Track width to be minimum 17.7 inches providing a maximum ground pressure of 4.8 PSI. 17.7 inch track, 4.8 PSI ground pressure.

2.4 Travel Speed: Six (6) MPH minimum, forward and reverse.

## 3.0 HYDRAULICS:

3.1 (\*) Hydraulics, minimum flow of 33 GPM, to properly operate all attachments provided with unit and future attachments. 34 GPM Super High Flow

3.2 All controls to be at operator's station. To be dual-hand operated. Foot operated or "T-Bar" type are not acceptable.

3.3 Bucket hydraulic controls to include self-leveling (up minimum) and float functions.

3.4 Filtration: To include replaceable, minimum 10-micron, spin-on filter element.

3.5 Hydraulic cylinders are to be double acting.

## 4.0 PERFORMANCE:

4.1 (\*) Tip Load: SAE rated for minimum 7,055 pounds. 7,714 lbs. tip load

4.2 (\*) Operating Capacity at 50% of tip load: SAE rated for minimum, 3,528 pounds. 3,858 lbs.

4.3 Additional or optional counterweights are not to be used to meet performance requirements.

## 5.0 ELECTRICAL:

5.1 Battery(s): Minimum total of 850 CCA at zero degrees Fahrenheit.

5.2 Alternator: Minimum 80 amp.

5.3 Work Lights:

5.3.1 To include two (2) each front and one (1) each rear work lights, minimum.

5.3.2 Lights are to be shock mounted.

5.3.3 To be switch operated from operator's station.

5.3.4 Engine compartment light.

5.3.5 Dome Light: Operator's compartment, separately switched.

5.4 Strobe Light:

5.4.1 To be *WHELEN* Model S360D with amber lens.

5.4.2 To be separately switched with "HIGH/OFF/LOW" from operator's station.

5.5 Horn: Electric.

5.6 Back-Up Alarm: To be manufacturer's standard.

**6.0 CAB:**

6.1 OEM EROPS (Enclosed Roll Over Protection System).

6.2 Front door to be easy attach/detach without tools. A slide-up design is acceptable.

6.3 Windshield Wipers: Front minimum.

6.4 Heater, minimum 13,000 BTU, with defrosters.

6.5 Air conditioning.

6.6 Operator Seat:

6.6.1 Scissors style suspension and adjustable lumbar support.

6.6.2 Seat belt, three (3) inch wide, with audible alarm.

6.6.3 Operator safety bar.

6.7 Rear view mirror, interior, to be wide angle.

**7.0 INSTRUMENTATION:**

7.1 Any and all gauges that show pressures, temperatures, etc., are to be in U.S.A measurements such as PSI, Fahrenheit, etc.

7.2 To include as a minimum, in the operator's compartment:

7.2.1 Fuel level gauge or bar graph.

7.2.2 High engine coolant temperature gauge or indicator light.

7.2.3 Low engine oil pressure gauge or indicator light.

7.2.4 Ammeter or voltmeter, gauge or indicator light.

7.2.5 High hydraulic oil temperature indicator light.

7.2.6 Hour meter.

## 8.0 ATTACHMENTS:

- 8.1 **Quick Attach System:** To be OEM, hydraulic or mechanical operated.
- 8.2 To include the *BOBCAT* “Bob-Tach” system or similar.
- 8.3 **General Purpose Dirt Bucket Attachment: (To be priced as an optional item. Pricing is required. Refer to Section III – Contract Price Schedule.)**
  - 8.3.1 OEM heavy-duty bucket with bolt-on replaceable cutting edge.
  - 8.3.2 (\*) Width to be greater than host unit. 84” width
  - 8.3.3 (\*) Heaped Capacity: 16.7 cubic foot minimum.  
19.4 cubic foot heaped capacity
  - 8.3.4 Mounting:
    - 8.3.4.1 Unit to include same quick attach mounting system to the host unit as the other attachments.
- 8.4 **Snow Bucket Attachment: (To be priced as an optional item. Pricing is required. Refer to Section III – Contract Price Schedule.)**
  - 8.4.1 Provide manufacturer’s brochure with bid package.
  - 8.4.2 OEM heavy-duty snow bucket with bolt-on replaceable cutting edge.
  - 8.4.3 (\*) Width: 78 inches minimum. 84” width
  - 8.4.4 (\*) Heaped Capacity: 33.2 cubic foot heaped capacity
  - 8.4.5 Mounting:
    - 8.4.5.1 Unit to include same quick attach mounting system to the host unit as the other attachments.
- 8.5 **6-Way Dozer Blade Attachment: (To be priced as an optional item. Pricing is required. Refer to Section III – Contract Price Schedule.)**
  - 8.5.1 Provide manufacturer’s brochure with bid package.
  - 8.5.2 It is the purpose of the following specification to describe a hydraulically powered 6-way dozer blade for gravel, dirt, and snow.
    - 8.5.2.1 Power reversing (angle) utilizing two (2) each hydraulic cylinders.
    - 8.5.2.2 Power side tilt (oscillation), utilizing a hydraulic cylinder(s).
  - 8.5.3 Unit bid must have been in production a minimum of two (2) years.
  - 8.5.4 (\*) Blade Width: 79 inches minimum. 84” width
  - 8.5.5 (\*) Blade Height: 24 inches minimum. 24” height
  - 8.5.6 (\*) Angle: 30 degrees left and 30 degrees right, minimum.  
30 degrees left and 30 degrees right
  - 8.5.7 (\*) Oscillation: 10 degrees left and 10 degrees right, minimum.  
Oscillates 10 degrees left and right

- 8.5.8 (\*) Operating Weight: 800 pounds minimum. 1,440 lbs. operating weight
- 8.5.9 Cutting Edge: Replaceable, reversible, bolt-on, ½ (0.5) inch thick x six (6) inches in height.
- 8.5.10 Skid Shoes: Adjustable, bolt-on, replaceable.
- 8.5.11 Mounting:
  - 8.5.11.1 Unit to include same quick attach mounting system to the host unit as the other attachments.
  - 8.5.11.2 Hydraulic quick connections are to be used for easy removal.
  - 8.5.11.3 Hydraulic quick connections are to include protective caps with chains or heavy-duty rubber.

**8.6 Angle Broom with Water Kit Attachment: (To be priced as an optional item. Pricing is required. Refer to Section III – Contract Price Schedule.)**

- 8.6.1 Provide manufacturer's brochure with bid package.
- 8.6.2 It is the purpose of the following specification to describe a hydraulically powered angle broom for sweeping of gravel, dirt and snow from a hard surface.
  - 8.6.2.1 Hydraulic power for angle and rotation.
- 8.6.3 Unit bid must have been in production a minimum of four (4) years.
- 8.6.4 (\*) SWEEPSTER Model LCH or equivalent, provided all of the following minimum specifications are met. Sweepster Model QC (LCH)
- 8.6.5 (\*) Operating Weight: 900 pounds minimum. 1,050 lbs. operating weight
- 8.6.6 (\*) Brush Width: 82 inches minimum. 82" brush width
- 8.6.7 (\*) Brush Diameter: 32 inches minimum. 32" brush diameter
- 8.6.8 (\*) Brush Angle: 30 degrees left and 30 degrees right, minimum. Brush will angle 30 degrees left and 30 degrees right
- 8.6.9 Brush(s) to be stacked wafer type.
  - 8.6.9.1 Brush fill shall be mixed 50/50, alternating sections of polypropylene and steel wire.
  - 8.6.9.2 **Spares:** One (1) each, full set of poly and one (1) each full set of wire shall be included (shipped loose, not mounted).
- 8.6.10 Core shall include a quick change system.
- 8.6.11 Brush Hood:
  - 8.6.11.1 To be heavy-duty steel, 180 degree cover.
  - 8.6.11.2 Dirt deflector to be included.
- 8.6.12 Oscillation: Fixed.
- 8.6.13 Water Sprinkler Kit: To include minimum 28 gallon poly water tank with an operator controlled pump that will provide a fine curtain of water across

face of brush to reduce dust. For weight and balance purposes, water tanks may be required to be mounted on the rear sides of the loader.

8.6.14 Storage Stands: To help eliminate bristle distortion when unit is not in use.

8.6.15 Paint: Powder coating process. Manufacturer's standard color.

8.6.16 Mounting:

8.6.16.1 Unit to include same quick attach mounting system to the host unit as the other attachments.

8.6.16.2 Hydraulic quick connections are to be used for easy removal.

8.6.16.3 Hydraulic quick connections are to include protective caps with chains or heavy-duty rubber.

8.7 **Auger Attachment: (To be priced as an optional item. Pricing is required. Refer to Section III – Contract Price Schedule.)**

8.7.1 (\*) To include a *McMILLEN* Extreme Duty Model X1475 or a *CATERPILLAR* Model A19B, hydraulic auger system.  
McMillen X1475 will be provided

8.7.2 To include a planetary gear reduction system providing a minimum of 2,000 pound foot of torque.

8.7.3 Unit to be capable of speeds up to 75 RPM, which would require a minimum hydraulic flow of 30 GPM.

8.7.4 Hole depth of 48 inches minimum.

8.7.5 Output Shaft: Two (2) inch hexagon.

8.7.6 Augers to be provided:

8.7.6.1 Hole diameter of 12 inches, *McMILLEN* p/n 12HDP with two (2) inch hexagon drive.

8.7.6.2 Hole diameter of 9 inches, *McMILLEN* p/n 09HDP with two (2) inch hexagon drive.

8.7.6.3 Hole diameter of 6 inches, *McMILLEN* p/n 06HDP with two (2) inch hexagon drive.

8.7.7 To include a two (2) foot auger extension with two (2) inch hexagon drives.

8.7.8 Mounting:

8.7.8.1 Unit to include same quick attach mounting system to the host unit as the other attachments.

8.7.8.2 Hydraulic quick connections are to be used for easy removal.

8.7.8.3 Hydraulic quick connections are to include protective caps with chains or heavy-duty rubber.

8.8 **Snow Blower Attachment: (To be priced as an optional item. Pricing is required. Refer to Section III – Contract Price Schedule.)**

- 8.8.1 Provide manufacturer's brochure with bid package.
- 8.8.2 It is the purpose of this specification to describe a hydraulically operated 2-stage snow blower.
- 8.8.3 Unit bid must have been in production a minimum of two (2) years.
- 8.8.4 (\*) Cutting Width: Unit bid must be as wide as or wider than overall width of host unit. 85 inch cutting width
- 8.8.5 (\*) Feed Height: 32 inches minimum. 36 inch feed height
- 8.8.6 (\*) Auger/Ribbon Diameter: 18 inches minimum. 18" auger / ribbon diameter
- 8.8.7 (\*) Impeller Fan Diameter: 21 inches minimum. 24 inch impeller fan diameter
- 8.8.8 Chute Rotation: Hydraulically controlled, 180 degrees (90 degrees left and 90 degrees right), minimum.
- 8.8.9 Tip Deflector: Hydraulically controlled by the operator.
- 8.8.10 Chute is to be poly lined.
- 8.8.11 Skid Shoes: To be replaceable, bolt-on (or pin-on).
- 8.8.12 Cutting edge to be replaceable, bolt-on (or pin-on).
- 8.8.13 (\*) Operating Weight: 1,050 pounds minimum. 1,100 lbs. operating weight
- 8.8.14 Mounting:
  - 8.8.14.1 Unit to include same quick attach mounting system to the host unit as the other attachments.
  - 8.8.14.2 Hydraulic quick connections are to be used for easy removal.
  - 8.8.14.3 Hydraulic quick connections are to include protective caps with chains or heavy-duty rubber.
- 8.8.15 Spare Shear Pins: To include 12 complete sets. Hydraulic relief is acceptable in lieu of shear pin design.

8.9 **Brush Cutter Attachment: (To be priced as an optional item. Pricing is required. Refer to Section III – Contract Price Schedule.)**

- 8.9.1 Provide manufacturer's brochure with bid package.
- 8.9.2 It is the purpose of this specification to describe a hydraulically powered rotary mower attachment for cutting grass and brush on roadsides and other areas that are not accessible to conventional mowing equipment.
- 8.9.3 Unit bid must have been in production a minimum of two (2) years.
- 8.9.4 Weight: Unit to have a minimum weight of 1,122 pounds (including quick attach system).



- 8.9.5 Blade Tip Velocity: Minimum 14,000 feet per minute.
- 8.9.6 Cutting Width: Unit bid must be as wide as or wider than overall width of host unit.
- 8.9.7 Hydraulic Motor: Shall be gear type with cast steel housing and steel gears, specifically excluding an aluminum pump. The Hydraulic motor and coupling system shall be rated at not less than 100 horsepower.
- 8.9.8 Anti-wrap shield (dish shaped with reinforced center cone) to help prevent material from wrapping around blade arm hub.
- 8.9.9 Blades:
  - 8.9.9.1 Two (2) each heavy-duty, minimum ½ (0.5) inch thick by four (4) inches wide.
  - 8.9.9.2 Spares: To include six (6) each sets of blades with hardware.
- 8.9.10 To be equipped with replaceable bolt-on skid shoes.
- 8.9.11 To include front chain shield to provide protection from flying debris.
- 8.9.12 To include rear protection from flying debris.
- 8.9.13 Mounting:
  - 8.9.13.1 Unit to include same quick attach mounting system to the host unit as the other attachments.
  - 8.9.13.2 Hydraulic quick connections are to be used for easy removal.
  - 8.9.13.3 Hydraulic quick connections are to include protective caps with chains or heavy-duty rubber.
- 8.10 **Brush Shredder Attachment: (To be priced as an optional item. Pricing is required. Refer to Section III– Contract Price Schedule.)**
  - 8.10.1 Provide manufacturer's brochure with bid package.
  - 8.10.2 To be *FECON* Bull Hog BH85SS.
  - 8.10.3 To provide a cut of 72 inches minimum.
  - 8.10.4 When provided, the windshield of the compact tracked loader will be required to Lexan with a minimum thickness of ¼ (0.25) inches.
    - 8.10.4.1 Window wiper system would not be required on this windshield.
  - 8.10.5 Mounting: Unit to include same quick attach mounting system to the host unit as the other attachments.
- 8.11 **Pallet Forks Attachment: (To be priced as an optional item. Pricing is required. Refer to Section III – Contract Price Schedule.)**
  - 8.11.1 Tine Length: 48 inches minimum.
  - 8.11.2 Tine Width: Four (4) inches minimum.
  - 8.11.3 Forks to have an adjustable outside width to 44 inches minimum.
  - 8.11.4 To include tine and swing locks.

8.11.5 Carriage Height: 36 inches minimum.

8.11.6 Carriage Width: 46 inches minimum.

8.11.7 Mounting: Unit to include same quick attach mounting system to the host unit as the other attachments.

**9.0 EQUIPMENT TRAILER (STATE CLASS #611-SKID): (To be priced as an optional item. Pricing is required. Refer to Section III – Contract Price Schedule.)**

- 9.1 It is the purpose of the following specification to describe a minimum 12,000 pound payload capacity, tandem axle trailer, equipped with a pintle hitch, capable of safely transporting the skid steer loader along with, as a minimum, the bucket, sweeper broom, and rotary brush cutter.
- 9.2 Highway Application: Must be capable of carrying a minimum 12,000 pound payload at 65 MPH.
- 9.3 Pintle Hitch Trailer: Lunette eye (pintle hitch) to include multiple height adjustment settings from 18 to 26 inches, minimum.
- 9.4 Deck width, 102 inches minimum.
- 9.5 Deck length, 18 feet minimum.
- 9.6 Wood (fir) decking with minimum nominal thickness of two (2) inches.
- 9.7 Tie Downs: To include minimum, Five (5) each side, 5/8 inch diameter, "D" rings, ten (10) total, evenly spaced from front to rear.
- 9.8 Fold-up ramps to be self supporting such as built in stabilizer legs being an integral part of the ramp.
- 9.9 Tongue Screw Jack: 10,000 pound minimum capacity, folding, with crank.
- 9.10 Headboard, steel construction, running full width of deck.
- 9.11 Tool Box: Heavy-duty, Lockable, top hinged (no piano hinge), approximately 10Hx12Wx24L (inches) or similar, for chains and binders, drain holes each bottom corner, painted inside and out including primer.
- 9.12 Axles, two (2) axles with single wheels.
- 9.13 Tires and Wheels:
  - 9.13.1 To include five (5) each, including spare, 16 inch minimum, 10 Ply, tubeless tires with heavy-duty steel disc wheels.
  - 9.13.2 Mounted spare tire and wheel to be strapped to trailer deck.
- 9.14 Brakes:
  - 9.14.1 To be electric brake system on all wheels.
  - 9.14.2 To include break-a-way with rechargeable 12 volt battery.
- 9.15 Lighting:
  - 9.15.1 12-volt, ICC and DOT approved, sealed beam, rubber mounted.
  - 9.15.2 To be LED.

- 9.15.3 To include seven (7) pole *POLLACK* #11-704 electrical plug with *POLLACK* #11-763 Cable Guard.

**10.0 TRAINING: (To be priced as an optional item. Pricing is required. Refer to Section III – Contract Price Schedule.)**

- 10.1 Contractor to provide a qualified instructor, after delivery and acceptance by the State, for a minimum of eight (8) hours mechanical and operator training at the assigned location.
- 10.2 The State contact will be listed on the Purchase Order.
- 10.3 To include a minimum of four (4) hours of operator training including the following, as a minimum applicable agenda:
  - 10.3.1 Operating procedures per operating manual.
  - 10.3.2 Break-in procedures.
  - 10.3.3 Equipment limitations.
  - 10.3.4 Operator maintenance.
  - 10.3.5 Before operations checks and lubrication.
  - 10.3.6 Safety.
  - 10.3.7 Cold weather operations.
  - 10.3.8 Jump starting.
  - 10.3.9 Welding on equipment.
  - 10.3.10 Towing or transporting equipment.
  - 10.3.11 Instruments and controls.
  - 10.3.12 Gauge interpretation.
  - 10.3.13 Equipment operation, Do's and Don'ts.
  - 10.3.14 Attachment operation, Do's and Don'ts.
- 10.4 To include a minimum of four (4) hours of mechanics (Journeyman level) training including the following theory, trouble shooting, and test procedures for, as a minimum applicable agenda:
  - 10.4.1 Electronics.
  - 10.4.2 Electrical.
  - 10.4.3 Hydraulics.
  - 10.4.4 Air system.
  - 10.4.5 Drive train.
  - 10.4.6 Engine and transmission electronics.

## **11.0 MISCELLANEOUS:**

- 11.1 (\*) Operating Weight (Loader Without Attachments): 9,000 pounds minimum.  
Operating weight is 10,915 lbs.
  - 11.1.1 Weight Scale Ticket: To be provided with MSO and invoice.
- 11.2 Warranty:
  - 11.2.1 Skid Steer Loader (host unit): To be minimum three-years (36-months) two (2) part warranty at assigned location.
  - 11.2.2 All Attachments and Trailer: To be minimum one-year (12-months) full (100%) parts and labor warranty at assigned location.
  - 11.2.3 Per Section II – Special Terms and Conditions.
- 11.3 Winterization: Entire unit shall be winterized to provide satisfactory performance in temperatures to minus 60 degrees Fahrenheit.
- 11.4 Publications: Service, parts, and operator's manuals to be delivered at the time the unit is delivered to FOB point. Also refer to Section II – Special Terms and Conditions.
- 11.5 Paint: Manufacturer's standard with appropriate primer.
- 11.6 Inspection: Inspection for compliance with specifications will be conducted at the FOB point.

END OF SPECIFICATION #321-TRACKED

## **END OF CONTRACT**